BHADRAVATI DIVISION.

SALE OF BAMBOOS.

Resale Notification dated 8th April 1930.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Bhadravati Division for the Calendar year 1930 will be resold at the risk of the original defaulting purchasers by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of sub-Division	Name of range	Name of forest	Description of block	Minimum quantity to be introduced		Place of sale	Date of sale	Remarks
				Big bamboos	Small bamboos			
Nursimharajapura Sub-Division.	Umbebyle ..	Gonedal R/F .	....	....	9,000	District Forest Office, Shimoga	5th May 1930	Except clumps and other bamboos are included.
		Agka ahosal ..	....	4,000	..			
			Total ..	4,000	9,000			

The sale will commence at 2 P. M. precisely, on each day if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of the bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Tangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at 6 pies (per rupee) and education cess at six pies (per rupee) on the full sale amount failing which the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i. e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer, to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted shall deposit as a security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract. Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date but before the resale.

The following are the further conditions to which the contractor should bind himself :—

CONDITIONS.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for

preventing the cutting of clumps, under two years by himself, his agents servants or coolies.

(*d*) That he shall not subject the Government to any claim on account of any plant to work for him except with the written consent of the District Forest Officer.

(*e*) That he shall have no right whatever over the bamboos and over the bamboos paid for but left unremoved on account of the above clause 31st December 1930.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or coolies.

That he or his men shall not leave the forest after sunset and before sunrise.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of Ranger.

(*k*) That he understands that the sale does not entitle the lessee of forest licenses at seigniorage rates or the exercise by the villagers of their rights in the forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may also institute such proceedings as may be necessary for cancellation of contract and/or for failure on the part of the lessee and shall forfeit all rights of work if deemed necessary and the sum of Rs. ... as in clause (*a*) *supra*. If the deposit or part thereof is forfeited it shall be immediately made good by the contractor.

H. Evans,
District Forest Officer.

SAGAR FOREST DIVISION.

Sale of timber.

Notification dated 2nd April 1930.

The undermentioned lots of timber will be sold by public auction under the following conditions at the following sale depots and on the days fixed by the District Forest Officer, on the dates noted against each :—

Depot	Weekly	Date	Teak	Rosewood	Matti	Honne	Hulimavu	Hebbalasu	Other kinds	Remarks
Horogoppa										
Shikaripur			200	400		100	100		250	
Sirsi-koppa			800	400		200	100	100	400	
Anavatti			1,000							
Mukkanagadde			100							
Nagesalli Depot				1,000			100	100	200	
				and bamboos 500 C.						

N.B.—The sale will be continued on the morning of the next day in case, if it is not possible to complete it on the days notified.

Conditions.

1. Each bidder shall have a deposit of Rs. 500 with the officer conducting the sale before he is the department will not be allowed to bid at the sale.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases need not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchaser.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Commissioner and in all cases that of the District Forest Officer.

5. After conclusion of the sale the successful purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the amount so paid as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as arrears of land revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the deposit forfeited to Government shall not be taken into account.

In cases of re-sale for default of payment of value where no bidders are forthcoming it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1930. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for, shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be allowed to cover the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

P. KRISHNASWAMI RAO,
District Forest Officer.